

CYNTHIA MELLEMA (State Bar No. 122798)  
KIMBERLY DE HOPE (State Bar No. 215217)  
SONNENSCHN NATH & ROSENTHAL LLP  
525 Market Street, 26th Floor  
San Francisco, CA 94105-2708  
Telephone: (415) 882-5000  
Facsimile: (415) 882-0300

Attorneys for Defendant  
ALLSTATE INSURANCE  
COMPANY

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DONALD SING, BETTY SING, DOES 1  
TO 100,

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY,

Defendant.

No. C 07-5300 JSW

JOINT CASE MANAGEMENT  
CONFERENCE STATEMENT

Pursuant to Federal Rule of Civil Procedure 26(f) and Civil L.R. 16-9(a), the parties submit this Joint Case Management Statement with respect to the Case Management Conference set for January 18, 2008, and request that the Court adopt it as the Case Management Order.

**1. Jurisdiction and Service:**

Plaintiffs filed this action in San Francisco County Superior Court. Allstate Insurance Company ("Allstate") subsequently removed it to this Court pursuant to 28 U.S.C. sections 1441(a) and 1446. This Court has original jurisdiction over the Superior Court Action under 28 U.S.C. section 1332. Plaintiffs and Allstate are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

All parties have been served.

1           **2. Facts:**

2           Allstate Insurance Company ("Allstate") issued a homeowners policy to named insureds  
3 Donald and Betty Sing, which was in effect on or about September 21, 2005 (the "Policy"). On  
4 or about September 21, 2005, there was a fire at plaintiffs' home. Allstate evaluated the claim  
5 and paid approximately \$56,000 to repair the dwelling. In addition, Allstate paid plaintiffs over  
6 \$22,000 for damage to personal property and paid additional living expenses through July 31,  
7 2006.

8           Plaintiffs disagreed with Allstate's calculation of the cost to repair the dwelling, and thus  
9 invoked the Policy's appraisal provision. Allstate paid the appraisal award in February 2007.  
10 This action followed.

11           **3. Legal Issues:**

12           One or more party contends the following legal issues are in dispute:

- 13           1. Whether Allstate breached the policy;  
14           2. Whether the Policy's appraisal provision bars plaintiffs from recovering further  
15 damages;  
16           3. Whether Allstate breached the implied covenant of good faith and fair dealing.

17           **4. Motions:**

18           Allstate's motion to dismiss was granted in part and denied in part on December 7, 2007.  
19 Following discovery, Allstate intends to move for summary judgment.

20           **5. Amendment of Pleadings:**

21           The parties do not anticipate amending the pleadings at this time.

22           **6. Evidence Preservation:**

23           The parties have taken appropriate steps to ensure the preservation of evidence.

24           **7. Disclosures:**

25           The parties will serve their initial disclosure statements on or before January 31, 2008.

26           **8. Discovery:**

27           The parties plan to conduct discovery regarding all allegations in the complaint. The  
28 parties anticipate propounding written discovery and deposing the parties and other relevant

1 witnesses. The parties do not believe any modification to the Federal Rules is necessary at this  
2 time.

3 **9. Related Cases:**

4 There are no currently pending related cases.

5 **10. Relief:**

6 **Plaintiff's Statement**

7 Plaintiffs are seeking damages for attorney's fees and costs, costs of the appraisal  
8 proceeding, and interest/loss of use of funds, resulting from Allstate's breach of contract and  
9 breach of the implied covenant of good faith and fair dealing. Additionally, plaintiffs are seeking  
10 exemplary damages for Allstate's malice, fraud, and oppression, which included the following:  
11 knowingly obtaining insufficient repair estimates, repeatedly refusing to extend policy benefits  
12 for housing costs, intentionally delaying the adjustment process, and canceling plaintiffs' policy  
13 without cause.

14 **Defendant's Statement**

15 Allstate is not seeking any relief.

16 **11. Settlement and ADR:**

17 The parties agreed to participate in early neutral evaluation, and filed an ADR stipulation  
18 on January 11, 2008.

19 **12. Consent to Magistrate:**

20 Allstate does not consent to assignment of this action to a Magistrate Judge, and filed its  
21 declination on October 19, 2007.

22 **13. Other References:**

23 The parties do not believe any other reference is necessary at this time.

24 **14. Narrowing of Issues:**

25 The parties believe it is premature to narrow the issues through stipulation at this time.  
26 However, as discovery progresses, the parties will re-evaluate this issue.  
27  
28

JAN-10-2008 03:24P FROM:HCSS

14157780700

TO:8820300

P.2

**15. Scheduling:**

The parties do not believe this case should be handled on an expedited basis. The parties propose the following schedule for discovery, motions and trial:

Exchange of Initial Disclosures:	January 31, 2008
FRCP 26(a)(2) expert disclosures:	December 12, 2008
FRCP 26(a)(2) rebuttal disclosures:	December 24, 2008
Non-expert discovery cut-off:	December 24, 2008
Expert Discovery cut-off:	January 23, 2009
Dispositive pre-trial motion filing cut-off:	February 6, 2009
Dispositive pre-trial motion hearing cut-off:	March 13, 2009
Pretrial conference statements:	March 30, 2009
Pretrial conference:	April 13, 2009

**16. Trial:**

The parties request a trial date of May 18, 2009.

**17. Disclosure of Non-Party Interested Entities or Persons:**

Allstate Insurance Company is not aware of any interested parties required to be disclosed pursuant to Northern District Local Rule 3-16.

Dated: January 10, 2008

HEDANI, CHOY, SPALDING & SALVAGIONE

By 

RANDALL P. CHOY  
ANNIE O'DONNELL

Attorneys for Plaintiffs  
DONALD & BETTY SING

SONNENSCHEIN NATH & ROSENTHAL LLP  
525 MARKET STREET, 26<sup>th</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94105-2708  
(415) 882-5000

1 Dated: January 11, 2008

SONNENSCHN NATH & ROSENTHAL LLP

2  
3  
4 By /s/ Kimberly De Hope  
5 CYNTHIA MELLEMA  
KIMBERLY DE HOPE

6 Attorneys for Defendant  
7 ALLSTATE INSURANCE COMPANY

8 **[PROPOSED] CASE MANAGEMENT ORDER**

9 The Case Management Statement and Proposed Order is hereby adopted by the Court as  
10 the Case Management Order for the case and the parties are ordered to comply with this Order.

11 In addition, the Court orders:

12  
13  
14  
15  
16  
17 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Jeffrey S. White

18 27287375\W-1  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28